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OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement will provide service for the transportation of break bulk and project cargo, whether moving in all-water or intermodal service, under port to port or through bills of lading, direct or by transshipment, in the trade between ports and inland points served via such ports on the US Gulf of Mexico and U.S. East Coast on the one hand and ports and inland points served via such ports on the east coast of South America (Brazil and Argentina), Venezuela, Jamaica, Dominican Republic and the east coasts of Colombia and Mexico on the other hand. The foregoing scope is hereinafter referred to as the "Trade".

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

A. The Parties may charter, cross-charter or otherwise make space available to and/or from each other on their respective vessels for the transport of break bulk and project cargo in a liner service in the Trade, all upon such terms and conditions (including those regarding the handling of claims) as they may from time to time agree under appropriate documentary arrangements. The Parties also may, subject to their mutual consent, individually or jointly obtain space from such other carriers pursuant to such agreements. Except as the Parties may otherwise agree, cargo carried by them within the Trade may only be carried on Vessels operated by them under this Agreement, and not on any other vessels or via the services of any other carriers.

B. The Parties may agree on their respective services in the Trade including the number, size and type of vessels they employ, the rationalization of such services, the number of sailings, schedules, ports called, frequency of port calls and apportionment of total vessel capacity. The Parties also may charter and sub-charter vessels to and/or from each other and jointly from others for use in the Trade on such terms as they may, from time to time, agree. The Parties shall, however, initially contribute no more than a total of 2 vessels of no more than 12,000 DWT capacity apiece. Initially each Party shall contribute 1 vessel, each of the following minimum description: 12,000 DWT multipurpose, tween deck, box shape, 690 teus capacity, 80 plugs.

C. The Parties may share or procure equipment, facilities, assign employees, agents and contractors to perform supervisory, administrative, accounting and/or operational functions (including documentation, data processing/interchange, husbanding, procurement of supplies and services, scheduling, allocation of space, forecasting, terminal operations, equipment control and stowage planning) relating to this Agreement, allocate any such functions between them and agree on the distribution of expenses arising therefrom. The Parties also may implement this Agreement by meetings, writings and other communications between them, through Committees appointed by their respective seniors and by means of other administrative/managerial arrangements deemed necessary to effectuate its

D. Signature – This Agreement may be executed in multiple parts and delivered by exchange of facsimile or email copies showing the signatures of each Party, and the original signatures need not be affixed to the same copy. The facsimile or email copies showing the signature of each Party will constitute original signed copies of the same Agreement requiring no further execution,

IN WITNESS WHEREOF, the Parties have caused this Revised Agreement to be executed by their duly authorized representatives.

SCM LINES TRANSPORTES MARITIMOS SOCIEDADE  
UNIPessoal, LDA.

By:  
Name:  
Title:

COMPANIA CHILENA DE NAVEGACION INTEROCEANICA S.A.

By:  
Name:  
Title: